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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**MOISES SERRANO**, individually  
and on behalf of all others similarly  
situated,

Plaintiffs,

v.

**OPEN ROAD DELIVERY  
HOLDINGS, INC. d/b/a AMUSE;**  
DOES 1-10 Inclusive,

Defendant.

**Case No.:**

**CLASS ACTION**

**COMPLAINT FOR DAMAGES  
AND INJUNCTIVE RELIEF  
PURSUANT TO THE  
TELEPHONE CONSUMER  
PROTECTION ACT, 47 U.S.C. §  
227, ET SEQ.**

**JURY TRIAL DEMANDED**

**INTRODUCTION**

1. MOISES SERRANO (“Plaintiff”) brings this Class Action Complaint for damages, injunctive relief, and any other available legal or equitable remedies, resulting from the illegal actions of OPEN ROAD DELIVERY HOLDINGS, INC. d/b/a AMUSE (“Defendant”), in negligently contacting Plaintiff on Plaintiff’s cellular telephone, in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.*, (“TCPA”) and related regulations. Plaintiff alleges as follows upon personal knowledge as to himself and his own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by his attorneys.

1           2.     The TCPA was designed to prevent calls and messages like the ones  
 2 described within this complaint, and to protect the privacy of citizens like Plaintiff.  
 3 “Voluminous consumer complaints about abuses of telephone technology – for  
 4 example, computerized calls dispatched to private homes – prompted Congress to  
 5 pass the TCPA.” *Mims v. Arrow Fin. Servs., LLC*, 132 S. Ct. 740, 744 (2012).

6           3.     In enacting the TCPA, Congress intended to give consumers a choice  
 7 as to how creditors and telemarketers may call them, and made specific findings  
 8 that “[t]echnologies that might allow consumers to avoid receiving such calls and  
 9 messages are not universally available, are costly, are unlikely to be enforced, or  
 10 place an inordinate burden on the consumer.    TCPA, Pub.L. No. 102–243, § 11.  
 11 Toward this end, Congress found that

[b]anning such automated or prerecorded telephone calls to the home,  
 except when the receiving party consents to receiving the call or when  
 such calls are necessary in an emergency situation affecting the health  
 and safety of the consumer, is the only effective means of protecting  
 telephone consumers from this nuisance and privacy invasion.

17 *Id.* at § 12; see also *Martin v. Leading Edge Recovery Solutions, LLC*, 2012 WL  
 18 3292838, at\* 4 (N.D.Ill. Aug. 10, 2012) (citing Congressional findings on TCPA’s  
 19 purpose).

20           4.     Congress also specifically found that “the evidence presented to the  
 21 Congress indicates that automated or prerecorded calls are a nuisance and an  
 22 invasion of privacy, regardless of the type of call...” *Id.* at §§ 12-13. See also,  
 23 *Mims*, 132 S. Ct. at 744.

24           5.     In a recent decision, the Supreme Court interpreted the term  
 25 “automatic telephone dialing system” and held that “[t]o qualify as an ‘automatic  
 26 telephone dialing system,’ a device must have the capacity either to store a  
 27 telephone number using a random or sequential generator *or* to produce a telephone  
 28 number using a random or sequential number generator.” *Facebook, Inc. v. Duguid*,

1 141 S.Ct. 1163 (2021) (emphasis added).

2 6. In *Duguid*, the Supreme Court provided an example of such systems,  
3 stating: “For instance, an autodialer might use a random number generator to  
4 determine the order in which to pick phone numbers from a preproduced list. It  
5 would then store those numbers to be dialed at a later time.” *Id.* at 1171-72 fn. 7.

6 7. Further, both *Duguid* and the legislative history of the TCPA are clear  
7 that the original focus on prerecorded voice technology prohibition was the fact  
8 that such communications involved agentless calls, not on the question of whether  
9 a literal voice was used during those agentless calls. *See* Hearing Before the  
10 Subcommittee on Communications of the Committee on Commerce, Science and  
11 Transportation, United States Senate One Hundred Second Congress First Session  
12 July 24, 1992, Testimony of Robert Bulmash and Steve Hamm at pg 11; 7 FCC  
13 Rcd. 8752 (F.C.C. September 17, 1992).

14 8. The Sixth Circuit has also recognized this distinction: “Congress drew  
15 an explicit distinction between ‘automated telephone calls that deliver an artificial  
16 or prerecorded voice message’ on the one hand and ‘calls place by ‘live’ persons’  
17 on the other.” *Ashland Hosp. Corp. v. Serv. Employees Int’l Union, Dist. 1199*  
18 *WV/KY/OH*, 708 F.3d 737,743 (6th Cir. 2013).

19 9. Similarly, the FTC has observed that “prerecorded calls are by their  
20 very nature one-sided conversations, and if there is no opportunity for consumers  
21 to ask questions, offers may not be sufficiently clear for consumers to make  
22 informed choices before pressing a button or saying yes to make a purchase.” 73  
23 FR 51164-01, 51167 (Aug. 29, 2008).

#### 24 JURISDICTION AND VENUE

25 10. Jurisdiction is proper under 28 U.S.C. § 1331 because this action  
26 arises under a federal statute, namely the Telephone Consumer Protection Act, 47  
27 U.S.C. § 227, *et seq.*  
28

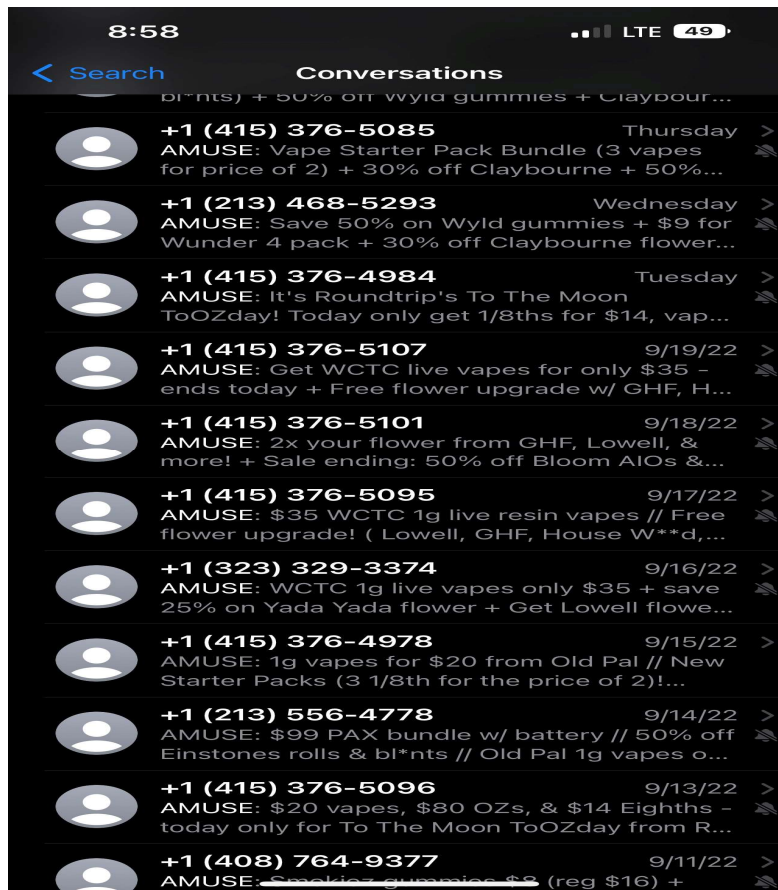


1 18. Again, Plaintiff promptly replied “Stop” and received the same  
2 automatic reply message confirming that he would receive any more messages in  
3 the future.

4 19. Despite Plaintiff’s multiple requests to be added to Defendant’s do-  
5 not-call list, Defendant continued to send text messages to Plaintiff’s cellular  
6 telephone without his consent.

7 20. Plaintiff estimates that he has received hundreds of text messages from  
8 Defendant, all but one of which were sent after Defendant confirmed his opt-out  
9 reply and confirmed that no further messages would be sent to him.

10 21. In the mere span of a few weeks in September 2022, Defendant sent  
11 Plaintiff text messages on a near-daily basis from different phone numbers every  
12 time, inundating his phone with spam.  
13



1  
2 22. All of Defendant's messages direct the recipient to text "STOP" if  
3 they wish to unsubscribe. However, as demonstrated by the sheer volume of text  
4 messages Defendant sent to Plaintiff after he had successfully opted out, and the  
5 number of unique phone numbers from which Defendant sends these messages,  
6 Defendant makes no actual effort to ensure that consumers who have opted out are  
7 not bothered by these messages.

8 23. Based on the content and format of these text messages, Plaintiff  
9 alleges that they were sent via Defendant's SMS Blasting Platform, i.e., an  
10 "automatic telephone dialing system," ("ATDS") as defined by 47 U.S.C. § 227  
11 (a)(1) as prohibited by 47 U.S.C. § 227 (b)(1)(A).

12 24. The text messages sent to Plaintiff's cellular telephone were not sent  
13 by a live agent and thus created a one-sided conversation in which Plaintiff could  
14 not receive a response to his questions and/or concerns. The text message also was  
15 sent in an automated fashion as a result of computerized campaigns that were pre-  
16 programmed in advance to send messages out to large groups of consumers all at  
17 once, either sequentially or via algorithmic dialing, i.e. in an automated fashion by  
18 a computer.

19 25. In Merriam Webster's Dictionary, "voice" is defined as "an  
20 instrument or medium of expression." It defines "artificial" as "humanly  
21 contrived...often on a natural model : MAN-MADE" and "lacking in natural or  
22 spontaneous quality."

23 26. The messages sent to Plaintiff by Defendant using the SMS blasting  
24 platform employed a text message as an instrument or medium of expression to  
25 deliver an automatic message drafted in advance of being sent, i.e. that of an SMS  
26 message, to convey a telemarketing communication to Plaintiff. SMS blasting  
27 platforms are man-made humanly contrived programs which allow companies to  
28

1 blast out such messages via non-spontaneous methods, i.e. automated methods  
2 similar to that of an assembly line in a factory. Such SMS blasting devices are  
3 incapable of spontaneity, as they must be programmed by the operator to  
4 automatically send messages out, *en masse*, pursuant to preprogrammed  
5 parameters.

6 27. Accordingly, Defendant's messages utilized an "artificial voice" as  
7 prohibited by 47 U.S.C. § 227(b)(1)(A).

8 28. In Merriam Webster's Dictionary, "prerecorded" is defined as  
9 "recorded in advance." "Recorded" is defined as "to set down in writing." The  
10 text message sent to Plaintiff's cellular telephone via an SMS blasting platform was  
11 set down in writing in advance by Defendant, whose employees wrote out the  
12 standard automated messages that were to be sent to Plaintiff and other class  
13 members, and by way of preprogrammed SMS blasting, entered the prerecorded  
14 message into the SMS Blasting platform, and thereafter sent these messages  
15 pursuant to scheduled blasts that were programmed by Defendant. Thus, Defendant  
16 employed a text message as an instrument or medium of expression to deliver a  
17 prerecorded message drafted in advance of being sent.

18 29. Thus, Defendant's messages utilized a "prerecorded voice" as  
19 prohibited by 47 U.S.C. § 227(b)(1)(A).

20 30. The telephone number that Defendant or their agent texted is assigned  
21 to a cellular telephone service for which Plaintiff incurs charges for incoming texts  
22 pursuant to 47 U.S.C. § 227(b)(1).

23 31. Defendant's text messages constituted calls that were not for  
24 emergency purposes as defined by 47 U.S.C. § 227(b)(1)(A)(i).

25 32. Defendant and their agents never received Plaintiff's prior express  
26 consent to receive unsolicited text messages, pursuant to 47 U.S.C. § 227(b)(1)(A).







1 solicitation/telemarketing text messages from Defendant to said person's cellular  
2 telephone made through the use of any automatic telephone dialing system or an  
3 artificial or prerecorded voice and such person had previously revoked any prior  
4 express consent to receive such messages within the four years prior to the filing  
5 of this Complaint through the date of class certification.

6 41. Plaintiff represents, and is a member of, the National Do-Not-Call  
7 Revocation Class (hereinafter "DNC Revocation Class") defined as follows: All  
8 persons within the United States registered on the National Do-Not-Call Registry  
9 for at least 30 days, who received more than one call message by or on behalf of  
10 Defendant that promoted Defendant's products or services, after having revoked  
11 consent and any prior established business relationship, within any twelve-month  
12 period, within four years prior to the filing of this Complaint through the date of  
13 class certification.

14 42. Defendant, its employees and agents are excluded from the Classes.  
15 Plaintiff does not know the number of members in the Classes, but believes the  
16 Class members number in the thousands, if not more. Thus, this matter should be  
17 certified as a Class action to assist in the expeditious litigation of this matter.

18 43. This suit seeks only damages and injunctive relief for recovery of  
19 economic injury on behalf of the Classes, and it expressly is not intended to request  
20 any recovery for personal injury and claims related thereto. Plaintiff reserves the  
21 right to expand the Class definitions to seek recovery on behalf of additional  
22 persons as warranted as facts are learned in further investigation and discovery.

23 44. The joinder of the Classes' members is impractical and the disposition  
24 of their claims in the Class action will provide substantial benefits both to the  
25 parties and to the court. The Classes can be identified through Defendant's records  
26 or Defendant's agents' records.

27 45. Plaintiff and members of the ATDS Class were harmed by the acts of  
28 Defendant in at least the following ways: Defendant, either directly or through their

1 agents, illegally contacted Plaintiff and the ATDS Class members via their cellular  
2 telephones by using marketing and text messages, thereby causing Plaintiff and the  
3 ATDS Class members to incur certain cellular telephone charges or reduce cellular  
4 telephone time for which Plaintiff and the ATDS Class members previously paid,  
5 and invading the privacy of said Plaintiff and the ATDS Class members. Plaintiff  
6 and the ATDS Class members were damaged thereby.

7 46. There is a well-defined community of interest in the questions of law  
8 and fact involved affecting the ATDS Class members. The questions of law and  
9 fact common to the ATDS Class predominate over questions which may affect  
10 individual ATDS Class members, including the following:

- 11
- 12 a) Whether, within the four years prior to the filing of this Complaint  
13 through the date of class certification, Defendant or their agents sent  
14 any text messages (other than a message made for emergency  
15 purposes or made with the prior express consent of the called party)  
16 to an ATDS Class member using any automatic dialing system or  
17 artificial or prerecorded voice to any telephone number assigned to a  
18 cellular phone service;
  - 19 b) Whether Plaintiff and the ATDS Class members were damaged  
20 thereby, and the extent of damages for such violations; and
  - 21 c) Whether Defendant and their agents should be enjoined from  
22 engaging in such conduct in the future.

23 47. As a person that received at least one solicitation text message without  
24 Plaintiff's prior express consent, Plaintiff is asserting claims that are typical of the  
25 ATDS Class. Plaintiff will fairly and adequately represent and protect the interests  
26 of the ATDS Class in that Plaintiff has no interests antagonistic to any member of  
27 the ATDS Class.

28 48. Plaintiff and members of the ATDS Revocation Class were harmed by  
the acts of Defendant in at least the following ways: Defendant, either directly or  
through their agents, illegally contacted Plaintiff and the ATDS Revocation Class  
members via their cellular telephones by using marketing and text messages,

1 thereby causing Plaintiff and the ATDS Class members to incur certain cellular  
2 telephone charges or reduce cellular telephone time for which Plaintiff and the  
3 ATDS Class members previously paid, and invading the privacy of said Plaintiff  
4 and the ATDS Class members. Plaintiff and the ATDS Class members were  
5 damaged thereby.

6 49. There is a well-defined community of interest in the questions of law  
7 and fact involved affecting the ATDS Revocation Class members. The questions  
8 of law and fact common to the ATDS Revocation Class predominate over questions  
9 which may affect individual ATDS Revocation Class members, including the  
10 following:

- 11
- 12 a) Whether, within the four years prior to the filing of this Complaint  
13 through the date of class certification, Defendant or their agents sent  
14 any telemarketing/solicitation text messages (other than a message  
15 made for emergency purposes or made with the prior express consent  
16 of the called party) to an ATDS Revocation Class member who had  
17 revoked any prior express consent to be messaged using an automatic  
18 telephone dialing system, using any automatic dialing system or  
19 artificial or prerecorded voice to any telephone number assigned to a  
20 cellular phone service;
  - 21 b) Whether Plaintiff and the ATDS Revocation Class members were  
22 damaged thereby, and the extent of damages for such violations; and
  - 23 c) Whether Defendant and their agents should be enjoined from  
24 engaging in such conduct in the future.

25 50. As a person that received numerous solicitation text messages from  
26 Defendant using an automatic telephone dialing system or an artificial or  
27 prerecorded voice, after he had revoked any prior express consent, Plaintiff is  
28 asserting claims that are typical of the ATDS Revocation Class. Plaintiff will fairly  
and adequately represent and protect the interests of the ATDS Revocation Class  
in that Plaintiff has no interests antagonistic to any member of the ATDS  
Revocation Class.

1           51. Plaintiff and members of the DNC Revocation Class were harmed by  
2 the acts of Defendant in at least the following ways: Defendant illegally contacted  
3 Plaintiff and DNC Revocation Class members via their telephones for solicitation  
4 purposes, thereby invading the privacy of said Plaintiff and the DNC Revocation  
5 Class members whose telephone numbers were on the National Do-Not-Call  
6 Registry. Plaintiff and the DNC Revocation Class members were damaged thereby.

7           52. There is a well-defined community of interest in the questions of law  
8 and fact involved affecting the DNC Revocation Class members. The questions of  
9 law and fact common to the DNC Revocation Class predominate over questions  
10 which may affect individual DNC Revocation Class members, including the  
11 following:

- 12
- 13           a) Whether, within the four years prior to the filing of this Complaint  
14 through the date of class certification, Defendant or their agents placed  
15 more than one telemarketing/solicitation text messages to DNC  
16 Revocation Class members whose telephone numbers were on the  
17 National Do-Not-Call Registry and who had revoked any prior  
18 express consent and any established business relationship with  
19 Defendant;
  - 20           b) Whether Plaintiff and the DNC Revocation Class members were  
21 damaged thereby, and the extent of damages for such violations; and
  - 22           c) Whether Defendant and their agents should be enjoined from  
23 engaging in such conduct in the future.

24           53. As a person that received numerous solicitation text messages from  
25 Defendant within a 12-month period, who, to the extent one existed, had revoked  
26 any prior express consent and any established business relationship with  
27 Defendant, Plaintiff is asserting claims that are typical of the DNC Revocation  
28 Class. Plaintiff will fairly and adequately represent and protect the interests of the  
DNC Revocation Class in that Plaintiff has no interests antagonistic to any member  
of the DNC Revocation Class.

1           54. Plaintiff and the members of the Classes have suffered irreparable  
 2 harm as a result of the Defendant's unlawful and wrongful conduct. Absent a class  
 3 action, the Class members will continue to face the potential for irreparable harm.  
 4 In addition, these violations of law will be allowed to proceed without remedy and  
 5 Defendant will likely continue such illegal conduct. Because of the size of the  
 6 individual member's claims, few, if any, members of the Classes could afford to  
 7 seek legal redress for the wrongs complained of herein.

8           55. Plaintiff has retained counsel experienced in handling class action  
 9 claims and claims involving violations of the Telephone Consumer Protection Act.

10          56. A class action is a superior method for the fair and efficient  
 11 adjudication of this controversy. Class-wide damages are essential to induce  
 12 Defendant to comply with federal and California law. The interest of the Class  
 13 members in individually controlling the prosecution of separate claims against  
 14 Defendant are small because the maximum statutory damages in an individual  
 15 action for violation of privacy are minimal. Management of these claims is likely  
 16 to present significantly fewer difficulties than those presented in many class claims.

17          57. Defendant has acted on grounds generally applicable to the Classes,  
 18 thereby making appropriate final injunctive relief and corresponding declaratory  
 19 relief with respect to the Classes as a whole.

20  
 21                               **FIRST CAUSE OF ACTION**  
 22           **NEGLIGENT VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT**  
                                   **47 U.S.C. § 227(b)**  
 23           **ON BEHALF OF THE ATDS CLASS AND ATDS REVOCATION CLASS**

24          58. Plaintiff incorporates by reference all of the above paragraphs of this  
 25 Complaint as though fully stated herein.

26          59. The foregoing acts and omissions of Defendant constitute numerous  
 27 and multiple negligent violations of the TCPA, including but not limited to each  
 28 and every one of the above-cited provisions of 47 U.S.C. § 227(b).

1           60. As a result of Defendant's negligent violations of 47 U.S.C. § 227(b),  
2 Plaintiff and ATDS and ATDS Revocation Class members are entitled to an award  
3 of \$500.00 in statutory damages, for each and every violation, pursuant to 47  
4 U.S.C. § 227(b)(3)(B).

5           61. Plaintiff and ATDS and ATDS Revocation Class members are also  
6 entitled to and seek injunctive relief prohibiting such conduct in the future.

7                               **SECOND CAUSE OF ACTION**  
8                               **KNOWING AND/OR WILLFUL VIOLATIONS OF THE**  
9                               **TELEPHONE CONSUMER PROTECTION ACT**  
10                              **47 U.S.C. § 227(B)**

11                              **ON BEHALF OF THE ATDS CLASS AND ATDS REVOCATION CLASS**

12           62. Plaintiff incorporates by reference all of the above paragraphs of this  
13 Complaint as though fully stated herein.

14           63. The foregoing acts and omissions of Defendant constitute numerous  
15 and multiple knowing and/or willful violations of the TCPA, including but not  
16 limited to each and every one of the above-cited provisions of 47 U.S.C. § 227(b).

17           64. As a result of Defendant's knowing and/or willful violations of 47  
18 U.S.C. § 227(b), Plaintiff and the ATDS and ATDS Revocation Class members are  
19 entitled to an award of \$1,500.00 in statutory damages, for each and every  
20 violation, pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

21           65. Plaintiff and the ATDS and ATDS Revocation Class members are also  
22 entitled to and seek injunctive relief prohibiting such conduct in the future.

23                              **THIRD CAUSE OF ACTION**  
24                              **NEGLIGENT VIOLATIONS OF THE**  
25                              **TELEPHONE CONSUMER PROTECTION ACT**  
26                              **47 U.S.C. § 227(C)**

27                              **ON BEHALF OF THE DNC REVOCATION CLASS**

28           66. Plaintiff incorporates by reference all of the above paragraphs of this  
Complaint as though fully stated herein.

1        67. The foregoing acts and omissions of Defendant constitute numerous  
2 and multiple negligent violations of the TCPA, including but not limited to each  
3 and every one of the above-cited provisions of 47 U.S.C. § 227(c), and in particular  
4 47 U.S.C. § 227(c)(5).

5        68. As a result of Defendant's negligent violations of 47 U.S.C. § 227(c),  
6 Plaintiff and the DNC Revocation Class members are entitled to an award of  
7 \$500.00 in statutory damages, for each and every violation, pursuant to 47 U.S.C.  
8 § 227(c)(5)(B).

9        69. Plaintiff and the DNC Revocation Class members are also entitled to  
10 and seek injunctive relief prohibiting such conduct in the future.

11                                    **FOURTH CAUSE OF ACTION**  
12                                    **KNOWING AND/OR WILLFUL VIOLATIONS OF THE**  
13                                    **TELEPHONE CONSUMER PROTECTION ACT**  
14                                    **47 U.S.C. § 227(c)**  
15                                    **ON BEHALF OF THE DNC REVOCATION CLASS**

16        70. Plaintiff incorporates by reference all of the above paragraphs of this  
17 Complaint as though fully stated herein.

18        71. The foregoing acts and omissions of Defendant constitute numerous  
19 and multiple knowing and/or willful violations of the TCPA, including but not  
20 limited to each and every one of the above-cited provisions of 47 U.S.C. § 227(c),  
21 and in particular 47 U.S.C. § 227(c)(5).

22        72. As a result of Defendant's knowing and/or willful violations of 47  
23 U.S.C. § 227(c), Plaintiff and the DNC Revocation Class members are entitled to  
24 an award of \$1,500.00 in statutory damages, for each and every violation, pursuant  
25 to 47 U.S.C. § 227(c)(5).

26        73. Plaintiff and the DNC Revocation Class members are also entitled to  
27 and seek injunctive relief prohibiting such conduct in the future.

28        ///

      ///



**PRAYER FOR RELIEF**

Wherefore, Plaintiff respectfully requests the Court grant Plaintiff, and members of The Classes, the following relief against Defendant:

**FIRST CAUSE OF ACTION FOR NEGLIGENT VIOLATION OF  
THE TCPA, 47 U.S.C. § 227(B)**

- As a result of Defendant's negligent violations of 47 U.S.C. § 227(b)(1), Plaintiff seeks for himself and each ATDS and ATDS Revocation Class member \$500.00 in statutory damages, for each and every violation, pursuant to 47 U.S.C. § 227(b)(3)(B).
- Pursuant to 47 U.S.C. § 227(b)(3)(A), injunctive relief prohibiting such conduct in the future.
- Any other relief the Court may deem just and proper.

**SECOND CAUSE OF ACTION FOR KNOWING AND/OR WILLFUL VIOLATION OF  
THE TCPA, 47 U.S.C. § 227(B)**

- As a result of Defendant's knowing and/or willful violations of 47 U.S.C. § 227(b)(1), Plaintiff seeks for himself and each ATDS and ATDS Revocation Class member \$1,500.00 in statutory damages, for each and every violation, pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).
- Pursuant to 47 U.S.C. § 227(b)(3)(A), injunctive relief prohibiting such conduct in the future.
- Any other relief the Court may deem just and proper.

**THIRD CAUSE OF ACTION FOR NEGLIGENT VIOLATION OF  
THE TCPA, 47 U.S.C. § 227(C)**

- As a result of Defendant's negligent violations of 47 U.S.C. § 227(c)(5), Plaintiff seeks for himself and each DNC Revocation Class member \$500.00 in statutory damages, for each and every violation, pursuant to 47 U.S.C. § 227(c)(5)(B).
- Pursuant to 47 U.S.C. § 227(c)(5)(A), injunctive relief prohibiting such conduct in the future.
- Any other relief the Court may deem just and proper.

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**FOURTH CAUSE OF ACTION FOR KNOWING AND/OR WILLFUL VIOLATION OF  
THE TCPA, 47 U.S.C. § 227(c)**

- As a result of Defendant's knowing and/or willful violations of 47 U.S.C. § 227(c)(5), Plaintiff seeks for himself and each DNC Revocation Class member \$1,500.00 in statutory damages, for each and every violation, pursuant to 47 U.S.C. § 227(c)(5)(B) and 47 U.S.C. § 227(c)(5)(C).
- Pursuant to 47 U.S.C. § 227(c)(5)(A), injunctive relief prohibiting such conduct in the future.
- Any other relief the Court may deem just and proper.

**TRIAL BY JURY**

74. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: October 3, 2022

Respectfully submitted,

**THE LAW OFFICES OF TODD M. FRIEDMAN, P.C.**

By: /s/ Todd M. Friedman  
TODD M. FRIEDMAN, ESQ.  
ATTORNEY FOR PLAINTIFF